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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **SEATTLE DIVISION**

10 SYSCO SEATTLE, INC.,

11 Plaintiff,

12 vs.

13 TEAMSTERS LOCAL UNION NO. 117;
14 TEAMSTERS LOCAL UNION NO. 135; and
15 GENERAL DRIVERS, WAREHOUSEMEN
16 AND HELPERS, LOCAL UNION NO. 89,

17 Defendants.

Case No. 2:23-cv-00504

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

18 **INTRODUCTION**

19 This is an action for damages brought by the Plaintiff, Sysco Seattle, Inc., against
20 Defendant Teamsters Local Union No. 117 ("Seattle Local 117") for its breach of their
21 collective bargaining agreements under Section 301(a) of the Labor Management Relations
22 Act ("LMRA"), 29 U.S.C. § 141, *et seq.* See 29 U.S.C. § 185(a). Additionally, Plaintiff
23 seeks damages from Seattle Local 117, General Drivers, Warehousemen and Helpers,
24 Local Union No. 89 ("Louisville Local 89"), and Teamsters Local Union No. 135
25 ("Indianapolis Local 135") under Section 303 of the LMRA, 29 U.S.C. § 187, because their
26 unlawful picketing and work stoppage violates the secondary boycott prohibition of the
National Labor Relations Act ("NLRA"), 29 U.S.C § 158(b)(4).

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 29 U.S.C. §§ 185 and 187, and 28 U.S.C. §§ 1331, 1332, and 1337.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c), and 29 U.S.C. §§ 185(a) and 187.

PARTIES

3. Plaintiff, Sysco Seattle, Inc. (the “Company” or “Sysco Seattle”), with its headquarters located in Kent, Washington, is engaged in the business of selling, marketing, and distributing food products to restaurants, healthcare and educational facilities, lodging establishments, and other commercial and institutional customers in the State of Washington.

4. The Company employs certain driver and warehouse employees represented by Seattle Local 117.

5. The Company is an employer in an industry affecting commerce within the meaning of Sections 2(2) and (7) of the Labor Management Relations Act, 1947, as amended, 29 U.S.C. § 152(2) and (7).

6. Seattle Local 117 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(3), (5) and 7 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §§ 152(3), (5) and 7.

7. Louisville Local 89 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(3), (5) and 7 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §§ 152(3), (5) and 7.

8. Indianapolis Local 135 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(3), (5) and 7 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §§ 152(3), (5) and 7.

9. Defendants Seattle Local 117, Louisville Local 89, and Indianapolis Local 135 are collectively referred to as the “Defendant Unions.”

FACTUAL ALLEGATIONS

10. For its Complaint against the Defendant Unions, Sysco Seattle states and alleges as follows:

11. Sysco Seattle and Seattle Local 117 are parties to a valid collective bargaining which expires on September 1, 2024, referred to herein as the “Local 117 Agreement.” A complete copy of the Local 117 Agreement is attached hereto as Exhibit 1.

12. The Local 117 Agreement prohibits all work stoppages, slowdowns and other disruption of work during the term of the agreement and provides that all disputes (with very limited exception) shall be resolved pursuant to a grievance and arbitration provision entitled “Settlement of Disputes.”

13. The Local 117 Agreement permits employees of Sysco Seattle represented by Local 117 to refuse to cross or work behind a “lawful, primary picket line.” A “primary picket line” is a picket line asserted at and against an employer who is the employer of employees involved in a lawful labor dispute.

14. At all times relevant to this action, Louisville Local 89 has represented certain employees of Sysco Louisville, Inc. (“Sysco Louisville”) in the states of Kentucky and Indiana. Louisville Local 89 is in a current labor dispute with Sysco Louisville. There is no current collective bargaining agreement in place between Louisville Local 89 and Sysco Louisville. Louisville Local 89 does not represent any employees of Sysco Seattle.

15. At all times relevant to this action, Indianapolis Local 135 has represented certain employees of Sysco Indianapolis, LLC (“Sysco Indianapolis”) in the state of Indiana. Indianapolis Local 135 is in a current labor dispute with Sysco Indianapolis. There is no current collective bargaining agreement in place between Indianapolis Local

1 135 and Sysco Indianapolis. Indianapolis Local 135 does not represent any employees of
2 Sysco Seattle.

3 16. Sysco Seattle is a separate and distinct legal entity from Sysco Louisville and
4 Sysco Indianapolis. Further, each entity services distinct geographic areas and their
5 operations are not integrated. Work performed by employees represented by the respective
6 Defendant Unions does not overlap and is not shared in any manner.

7 **Defendant Unions' Unlawful Activity**

8 17. On or before March 23, 2023, in connection with their labor disputes with
9 Sysco Louisville and Sysco Indianapolis, Louisville Local 89 and Indianapolis Local 135
10 requested, encouraged, and prompted Seattle Local 117 to direct its membership to honor
11 any prospective picket line which they erected at Sysco Seattle's facilities.

12 18. On March 23, 2023, Seattle Local 117 sent correspondence to Sysco Seattle
13 stating that it would observe and support any picket lines erected by Louisville Local 89
14 and/or Indianapolis Local 135. A copy of the Local 117 correspondence is attached hereto
15 as Exhibit 2.

16 19. Prior to April 2, 2023, Seattle Local 117 directed those employees of Sysco
17 Seattle who are covered by the Local 117 Agreement not to cross any picket line erected
18 at locations of Sysco Seattle by Louisville Local 89 and/or Indianapolis Local 135.

19 20. On or about April 2, 2023, at approximately 3:30 p.m., Louisville Local 89
20 and/or Indianapolis Local 135 erected a picket line at the entrance to Sysco Seattle's
21 distribution center in Kent, Washington. *See* Social Media Statements attached hereto as
22 Exhibit 3, and Photographs, attached hereto as Exhibit 4.

23 21. Seattle Local 117 directed those employees of Sysco Seattle who are covered
24 by the Local 117 Agreement and who were scheduled to report to work starting at 4:00
25 p.m. to not report for work and to not cross the picket line.
26

1 22. As of April 3, 2023, at 3:00 p.m., such picketing by Louisville Local 89
2 and/or Indianapolis Local 135 is ongoing.

3 23. As a result, with the encouragement of Seattle Local 117, approximately 241
4 employees of Sysco Seattle represented by Seattle Local 117 refused to report for their
5 scheduled work on the evening of April 2 and the morning of April 3, 2023.

6 24. Seattle Local 117's actions are in violation of the prohibitions on strikes,
7 work stoppages, and other disruptions of work on the Local 117 Agreement.

8 25. Seattle Local 117's actions are not privileged by the provisions of the Local
9 117 Agreement permitting the employees it represents to honor a "primary picket line."
10 Further, by striking in support of Louisville Local 89's and Indianapolis Local 135's labor
11 disputes, Seattle Local 117 has violated Section 8(b)(4) of the National Labor Relations
12 Act by engaging in unlawful secondary activity.

13 26. As a result of the Defendant Unions' actions from 3:30 p.m. April 2 through
14 3:00 p.m. April 3, the Company was able to ship only 8,000 cases of the scheduled 60,000
15 cases of product (amounting to only 13%) to its customers.

16 27. In such 24 hour time period on April 2 and 3, 2023, the Defendant Unions'
17 actions resulted in the loss of revenue to Sysco Seattle in excess of Two Million Two
18 Hundred and Thirty Thousand Dollars (\$2,230,000.00).

19 28. The Defendant Unions' actions caused Sysco Seattle to increase security at
20 its principal place of business and for its fleet of vehicles, which has again, greatly
21 increased the Company's cost of doing business.

22 29. Each day that the Defendant Unions continue such actions will continue to
23 cause immediate financial harm to Sysco Seattle as a result of lost revenue and profits, and
24 will result in a loss of good will and the prospective cancellation of customer contracts.

30. As a direct and proximate cause of the Defendant Unions' illegal actions, the Company has suffered substantial economic harm and injury and other irreparable harm and injury.

31. Furthermore, each of the Company's customers affected by the disruption of deliveries of food products to their locations is and will continue to suffer immediate and ongoing financial injury and damage to their good will by not being able to serve their own customers. In many instances, particularly with respect to the Company's restaurant customers, employees of such customers will suffer immediate and ongoing financial harm.

**Count I – Damages for Breach of Contract
(Against Seattle Local 117)**

32. Sysco Seattle re-alleges Paragraphs 1 through 31 of its Complaint as if fully set forth herein.

33. By its actions, and as a direct and proximate cause of its actions, Seattle Local 117 has breached its collective-bargaining agreement with the Company including the no-strike commitment set forth Local 117 Agreement.

34. As a result of its actions, Seattle Local 117 is liable to the Company for damages in an amount to be proven at trial, but not less than Two Million Dollars (\$2,000,000.00), for the costs of this action, for reasonable attorneys' fees and for such other and further relief as the Court may deem proper.

**Count II – Damages for Unlawful Secondary Activity
(Against All Defendant Unions)**

35. Sysco Seattle re-alleges Paragraphs 1 through 34 of its Complaint as if fully set forth herein.

36. By their actions, Defendant Unions are engaged in unlawful secondary boycott activity in violation of Section 8(b)(4) of the NLRA.

Respectfully submitted this 3rd day of April, 2023.

By: /s/ Anthony B. Byergo

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